

## **EXHIBIT B**

BEGIN FORM - Terms and Conditions Effective Fri Feb 03 09:29:12 CST 2017

**Ameritrade****For Internal Use Only**

Account Number: H48  
Type: Individual  
Registration: Cash  
Date Promoted: 01/14/2013 13:44:01  
Principal Approving: JUDY RICKETTS  
Branch ID: NYC 92409  
Input Method: Prefill  
Promoted By: AUTOPROMOTE

**Mailing Address**

Mailing Address:

Overnight Address:

Fax:

**New Account Information**

Type: Individual  
Registration: Cash  
Receive Corp. Y  
Communications:  
Email Address: RLADD@LADDCAPVALUE.COM  
Account Statement: Email  
Trade Confirmation: Email  
Sweep Vehicle: MMDA, MMDA (FDIC) Product

**Account Owner**

Name: ROBERT B LADD  
Street Address:

Marital Status: Married  
Home Phone:  
Home Phone no  
Foreign:  
Social Security  
Number:

Date of Birth: 07/01/1958  
Mother's Maiden GOFFIN  
Name:  
Citizenship: US Citizen  
Citizenship Country: USA  
Visa: NONE  
Senior Foreign N  
Political Figure:  
Employment Status: Employed  
Occupation: PRESIDENT  
Employer: MGT CAPITAL MANAGEMENT  
Employer Address: 500 MAMARONECK AVENUE  
HARRISON, NY 10528  
USA  
Corporate YES  
Affiliation:  
Company: MGT  
Address: 500 MAMARONECK AVENUE HARRISON NY 10528  
NASO Affiliation: NO

**Financial Questionnaire**

Income: \$250,000+  
Networth: \$2,000,000+  
Liquid Networth: \$1,000,000 - 1,999,999  
Number of 1  
Dependents:

**Investment Experience****Option Agreement****Account Suitability****ACH Information**

Deposit Amount: 2000  
Bank Account Robert Ladd  
Name:  
Bank Name: Bank of America  
Bank City: Mount Kisco  
Bank State: NY  
ABA Routing 021000322  
Number:  
Bank Account :9748  
Number:  
Bank Account Type: C

EFT Transaction 01/14/2013 14:02:00

Date:

**CASH AGREEMENT**

I have received and read the Client Agreement, which is incorporated by this reference, that will govern my account.

I agree to be bound by this Client Agreement, as amended from time to time, and request an account to be opened in the name(s) set forth below. **The Client Agreement applicable to his brokerage account agreement contains predispute arbitration clauses. By signing his agreement, the parties agree to be bound by the terms of the agreement, including the arbitration agreement located in Section 12 of the Client Agreement, on pages 7 and 8.** All securities, dividends and proceeds will be held at TD Ameritrade Clearing, Inc., unless otherwise instructed. I understand that TD Ameritrade may obtain a current consumer credit report to determine my eligibility, or continuing eligibility, for credit or for other legitimate business purposes. Any decision by TD Ameritrade to extend credit may be based on information contained in a consumer or credit report, as well as the policies of TD Ameritrade and TD Ameritrade Clearing, Inc. I understand that TD Ameritrade may relate information regarding this account, including account delinquency and voluntary closures, to consumer or credit reporting agencies. Upon my request, TD Ameritrade shall inform me of each consumer or credit reporting agency from which they have obtained and/or reported my consumer or credit report. TD Ameritrade agrees to notify the consumer or credit reporting agencies if I dispute the completeness or accuracy of the information furnished by TD Ameritrade. By my signature below, I authorize TD Ameritrade to obtain consumer or credit reports for the name(s) set forth below.

I understand that non-deposit investments purchased through TD Ameritrade are not insured by the FDIC, are not obligations of or guaranteed by any financial institution, and are subject to investment risk and loss that may exceed the principal invested.

**Important Information about procedures for opening a new account:**

**To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.**

**What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also utilize a third-party information provider for verification purposes and/or ask for a copy of your driver's license or other identifying documents.**

**If this is a Joint account, all Account Owners must sign.**

**Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS**

has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person, and (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

If I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because I have failed to report all interest and dividends on my tax return, I must cross out (2) in this certification.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Date **X** \_\_\_\_\_  
ROBERT B LADD  
Account Number: 4748

cor Introducing Broker use only

R.R. - Gen. Prin.

Date

cor internal use only

New Accounts Opened By (initial & date):

Account Number: 4748

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